

1 know there's data on the loop. If the CLEC
2 attempts to place data on a POTS loop, and we don't
3 know about it, there's not going to be a record of
4 that.

5 MR. RUBIN: I just have a couple more
6 questions. I want to talk about your contract
7 language when there is a mixed fiber copper loop.
8 That's the TOPIC arrangement, and that was
9 discussed a little bit before, but I just want to
10 take you through all that.

11 When a CLEC wants to use a TOPIC
12 arrangement to do line sharing, which is what your
13 contract talks about, there's two ways, right, that
14 the CLEC can interconnect with you. One, you could
15 interconnect in a co-location if there is a feeder
16 distribution interface at the co-location, and the
17 other is at the TOPIC; is that correct?

18 MR. ROUSEY: The TOPIC isn't, it's really
19 some type of subloop interconnect arrangements.
20 TOPIC is just an acronym realistically. It's not
21 exclusive to fiber-fed DLCs. It's where CLEC would
22 want to come out and tie in to pick up distribution

1 facilities or beyond one end feeder facilities. It
2 depends where the FDI is at, if that's what your
3 question is.

4 MR. RUBIN: Your contract says there are
5 two ways to do it. One is at a co-location if the
6 FDI is at the co-location, and the other is through
7 a TOPIC arrangement through an FDI; right?

8 MR. RICHARD: The way to get access to the
9 copper distribution is through the TOPIC
10 arrangement or I guess it's called the COPIC under
11 the proposed contract language. But we also have
12 available in the language is the option for AT&T in
13 this case to co-locate electronics inside the RT
14 enclosure if there happens to be space available
15 for that.

16 MR. RUBIN: That's a question. How often
17 is that available in Virginia? Do you know what
18 percentage of remote terminals has space for
19 co-location?

20 MR. RICHARD: It's a function of the size
21 of the equipment that would be requested be
22 co-located, and we do that evaluation on an

1 application-by-application basis.

2 MR. RUBIN: Typically, is there
3 significant extra room in a remote terminal?

4 MR. RICHARD: I don't think it's possible
5 to characterize it without having some experience
6 on processing some of these type requests, which we
7 haven't had in Virginia to date.

8 MR. WHITE: And you haven't specified, do
9 you want a shelf, what are you--for what?

10 MR. RUBIN: I will move along.
11 How many co-location--how many remote
12 terminals have an FDI in them? Proportionally.

13 MR. RICHARD: That's a relatively
14 infrequent situation.

15 MR. RUBIN: Relatively infrequent?

16 MR. RICHARD: Yes.

17 MR. RUBIN: Even if I co-located a DSLAM
18 at a remote terminal, if there were space, could I
19 interconnect with Verizon for those customers'
20 loops at the co-location when there is no FDI in
21 the remote terminal?

22 MR. WHITE: I think it would be helpful if

1 I take a minute because I think we're mixing up
2 some terms here. We have a cabinet with
3 electronics, and we will have another cabinet,
4 which is the feeder distribution interface, which
5 is usually side by side. Normally when we talk
6 about remote terminal, it could encompass
7 theoretically the dotted line around those things,
8 or it could be a CEV or a hut that encompasses
9 those two things.

10 So, that's why we say you co-locate in the
11 remote terminal in the CEV or hut with your
12 equipment. Maybe even in the cabinet, and that
13 gets tight, or it could be right next to it, so you
14 have our cabinet, you could have your cabinet, and
15 then each of us would get cabling over to the FDI,
16 and you would have a little box that would have
17 your in and out which would be the TOPIC, which is
18 the cross connection where you would have your
19 pairs and we would have our place to meet.

20 If that's helpful--

21 MR. RUBIN: In order to establish this
22 arrangement, first I need an easement; right? To

1 place my box somewhere.

2 MR. WHITE: It depends. If you were going
3 inside our CEV, you probably wouldn't need an
4 easement, but we would have to look at our easement
5 on our CEV to see if we were allowed to have other
6 tenants in there.

7 If it was on a highway, you may need a
8 highway permit. If it's on a piece of private
9 property, if we had an easement, we would have to
10 look at our easement. Would it allow subletting,
11 or you might need another easement permission from
12 the owner.

13 So, it's going to vary, depending on the
14 specifics of the right-of-way for that site.

15 MR. RUBIN: So, it will be a case by case?

16 MR. WHITE: Absolutely.

17 MR. RUBIN: And so, how would I know as a
18 CLEC going in, assuming I wanted one of these
19 arrangements, how--what I would have to do?

20 MR. WHITE: That's how they have to be
21 engineered. This isn't buying cereal off the shelf
22 in the supermarket.

1 MR. RUBIN: And assuming the FDI is not at
2 the remote terminal--first of all, how many FDI's
3 typically serve remote terminal?

4 MR. STANLEY: Excuse me for one second.
5 Which subissue is this?

6 MR. RUBIN: I guess this is related to the
7 general line sharing language in 3.10. This is
8 language that they proposed, and I wanted to ask
9 some questions about it.

10 MR. STANLEY: What language? I want to be
11 able to follow along.

12 MR. RUBIN: Section 11.2.14 of their
13 contract.

14 MR. WHITE: You asked how many FDI's feed
15 an RT. Actually, the RT actually becomes the
16 feeder so RTs feed FDI's, and RT could be feeding
17 one FDI. It could feed six or eight FDI's. On
18 average, there might be two FDI's.

19 MR. RUBIN: Okay. So, if the CLEC wanted
20 to reach all the customers served by the remote
21 terminal, typically you would need at least two
22 arrangements?

1 MR. WHITE: Yes.

2 MR. RUBIN: And--

3 MR. DYGART: Could we interrupt for just a
4 second? We were thinking about a break at some
5 point soon.

6 MR. RUBIN: This will be short, and I will
7 be done. How far are FDIs from remote terminals?

8 MR. WHITE: Could you repeat?

9 MR. RUBIN: How far is an RDI typically
10 located from a remote terminal?

11 MR. WHITE: It could be 20 feet or two,
12 3000 feet.

13 MS. FARROBA: Does that mean that there
14 weren't aren't any fiber patch panels within the
15 remote terminal or some other cross-connect device
16 where people could co-locate within the remote
17 terminal?

18 MR. WHITE: In the cabinet itself, the RT
19 DLC cabinet, there would be a fiber termination
20 there, and there would be electronics there, and
21 that's where we would go for to look for some dark
22 fiber to serve.

1 MS. FARROBA: When you're talking about
2 the FDI, you're actually referring to something
3 that would be separate and apart outside of the
4 remote terminal, but there's actually a fiber
5 termination point within the terminal as well?

6 MR. RICHARD: But they're at different
7 mediums and they're at different speeds, the
8 cross-connect point for a twisted pair copper is at
9 the FDI. If they're for dark fiber, there might be
10 a different type of cross-connect field inside the
11 cabinet.

12 MS. FARROBA: So the feeder portion, I
13 guess, you could access within the cabinet
14 directly, then, instead of--

15 MR. ROUSEY: I think there are several
16 issues here. It's kind of going at a gambit here.
17 We are talking several issues here, one about
18 co-location and I think the other is access to the
19 network. When you are talking about access to the
20 network, you have the copper portion or the
21 distribution piece, which I'm assuming we may be
22 talking here. You also have what feasibly could be

1 copper or fiber, which would be the feeder piece.

2 So, it depends on if you're talking about
3 fiber, dark fiber, the scenarios that Mr. Richard
4 is talking about, and the patch panels, I would say
5 typically if you guys would be within an RT or
6 whatever.

7 Now, as far as the FDI, that's the
8 metallic kind of technically feasible point that
9 was pointed out in the remand, et cetera. And the
10 point here is sometimes that could be internal
11 within the RT cabinet, whatever. Usually, it's not
12 going to be, so the actual access points to the
13 distribution facilities are, for the most part
14 outside, so you have the issue of co-locating the
15 equipment and the issue of tying to the facilities.

16 MS. FARROBA: The access--well, inside the
17 remote terminal, they wouldn't be accessible
18 because they're hard wired to the equipment there?

19 MR. RICHARD: The cover.

20 MR. WHITE: Yes. What happens is if this
21 desk was the electronics and over there was the
22 cabinet, the feeder distribution, all the

1 electronics would be hard wired over to the
2 cabinet, and when we go to cross-connect the
3 feeder, the feeder now appears in that cabinet in
4 the middle panel, and the distribution on either
5 outside panel. And then when we say to AT&T you
6 want to put your cabinet in, they put their cabinet
7 there and we will have a little box between us, so
8 we connect the cable to give them access into this
9 cabinet or if they wanted to get a dark fiber out
10 of here, we would figure a way to get the dark
11 fiber and have a connection point, so, this all
12 could be in this kind of scenario for the FDI that
13 was right near the RT, and then you might have
14 another one down the street which gets a little bit
15 more complicated.

16 MR. ROUSEY: So, sometimes the word
17 TOPIC/COPIC gets confused in here. There's a
18 delineation between the company's facilities really
19 is what we're talking. They're a demarcation point
20 of some type. So I just didn't want people to get
21 confused between the FDI and the COPIC and what's
22 going on in the co-lo.

1 MR. RUBIN: And the other piece is once
2 you have access to the subloop at the FDI, which is
3 usually not in the remote terminal, according to
4 Mr. Richard, then what do you do to get your
5 traffic back to, say, co-location in a central
6 office?

7 MR. WHITE: That's what I was just
8 describing. We have given you--and this could
9 literally be somebody's front yard that we put one
10 cabinet, we got two cabinets, you put your third
11 cabinet, and we are going to give you a DS1, what
12 would you like? A DS1? A DS3? Dark fiber? And
13 then we would provide them that so they could then
14 get back to the central office.

15 MR. RUBIN: And would it to be on
16 dedicated facilities?

17 MR. WHITE: Yes. There would be service
18 for you. Well, dedicated?

19 The services, we will sell you a DS1
20 service or a DS3 service that might not be, but you
21 would have your dedicated pipe back.

22 MR. ROUSEY: That's not taking away an

1 option for the CLEC to use their own facilities
2 coming in or that of another third party.

3 MR. WHITE: You could have a cable TV that
4 someone owns up there that has fiber and you could
5 hook off into that.

6 MR. RUBIN: Okay. I have no more
7 questions.

8 MS. FARROBA: This would be a good time
9 for a break. 15-minute break.

10 (Brief recess.)

11 MS. FARROBA: I had just a couple of
12 questions for the Verizon experts on the line
13 splitting collaborative in New York.

14 Have there been any issues that have
15 already been agreed upon and the agreement reduced
16 to writing yet?

17 MR. WHITE: There is a substantial amount
18 of M&Ps and process that have all have been worked
19 out. Oh, yes. There has been tremendous amount of
20 work and agreement.

21 MS. FARROBA: And that's all the M&Ps are
22 in writing, M&P is method and procedure. They are

1 in writing and then the DSL--

2 MR. WHITE: Yes.

3 MS. CLAYTON: Collaborative minutes
4 including the line splitting minutes are available
5 on the New York Public Service Commission Web site.

6 The other thing that has been put in
7 writing are the two very specific scenarios that
8 were implemented in October. One is an existing
9 UNE-P adding DSL to that UNE-P configuration, and
10 the other would be migrating from line sharing to
11 line splitting.

12 MS. FARROBA: I would like to ask if
13 Verizon could provide that documentation for the
14 record.

15 MR. WHITE: Sure. Would be happy to.
16 There has been a tremendous amount of work done,
17 and if we had the orders, we would feel very
18 comfortable that we have everything finished. I
19 just am not at that point yet.

20 MS. McCLELLAN: Also just for the record,
21 the service descriptions for the two scenarios were
22 included as an exhibit to Verizon's rebuttal

1 testimony, Exhibit 16. If you give me a minute, I
2 could tell you which. Exhibit ASP 4 to Exhibit 16
3 is the service descriptions for the two scenarios
4 that are being implemented in October.

5 MS. FARROBA: Thank you.

6 In the meantime, during the break, I got a
7 question about how much longer we were planning on
8 going today, and I was wondering if maybe we could
9 just briefly tell the parties or to have a brief
10 discussion on that while the staff is finishing up.

11 MR. DYGART: WorldCom has expressed
12 interest in going back to its--assuming we finish--

13 MR. FREIFELD: I didn't realize
14 Mr. Lathrop would be part of this panel as well as
15 the other, so it doesn't matter which order you are
16 using.

17 MR. DYGART: Do the parties have an idea
18 of how much time they expect to take on the resale
19 issue?

20 MR. RUBIN: I would hope to have no more
21 than 15 or 20 minutes, maybe less.

22 MS. McCLELLAN: Verizon will have about no

1 more than five minutes.

2 MR. DYGART: All right. I guess it's up
3 to us, then. Why don't we see where we are at--I
4 mean, what I'm hearing is there's no one who needs
5 at this point needs a stopping time for travel
6 plans. What I would like to do is see where we are
7 at about 5:15 and decide then whether it makes
8 sense to--at that point we may well be into the
9 resale or if we're not, that will inform our
10 decision about when to break and how far to try to
11 get. Is that acceptable to everyone?

12 MR. RUBIN: Yes.

13 MS. McCLELLAN: Yes, it is.

14 MR. DYGART: Great.

15 QUESTIONS FROM STAFF

16 MR. STANLEY: Question for the AT&T
17 witness, Mr. Pfau, on AT&T's proposed billing
18 language. I will find it in the contract language
19 if I have to.

20 Are you familiar with--it's in AT&T's
21 proposed contract language. AT&T proposes a
22 provision that states roughly that Verizon shall

1 use for line splitting the same billing procedures
2 and interfaces as used for UNE-P. Are you familiar
3 with that or do I need to find it in the contract
4 language?

5 MR. PFAU: That sounds generally right.
6 It depends how detailed the questions are going to
7 be.

8 MR. STANLEY: I guess my question is,
9 could you just explain why UNE-P billing methods
10 are desirable for line splitting.

11 MR. PFAU: Well, I think what we are
12 referring to there is there's usage records in
13 particular to be generated for both line sharing
14 and a line splitting application. In one case the
15 incumbent would keep the record and in the other
16 case we would need the record, and that's very
17 similar to what we would be getting on a UNE-P
18 configuration.

19 As far as the invoicing, obviously it's a
20 wholesale bill, so we would like to be billed in a
21 similar manner as we're getting the other wholesale
22 bills.

1 MR. STANLEY: Does Verizon understand what
2 AT&T means by methods of billing used for UNE-P?

3 MR. WHITE: I think we do, and this is
4 what we have been trying to accommodate, is AT&T's
5 UNE-P process and converting it so that they could
6 have a loop and a port. Personally, this is again
7 giving a very narrow definition to what they want
8 the billing to be done. It would not surprise me
9 at all that they would want a different process a
10 month from now, and they wouldn't want to be so
11 restricted by this language.

12 MR. STANLEY: Is the question of billing
13 for line sharing and line splitting currently
14 being--let me just ask for line splitting. Is the
15 question of billing for line splitting currently
16 being discussed in the New York collaborative?

17 MR. WHITE: Yes. All that is taken care
18 of. There are no loose ends.

19 MR. STANLEY: It's been resolved in the
20 New York collaborative?

21 MR. WHITE: Yes, it has. But again, to
22 put the wording in the contract, this may be what

1 they want today. Tomorrow--I think they're making
2 a mistake.

3 MR. STANLEY: Has that language been
4 reduced to writing in the New York collaboratives?
5 There are no loose ends with respect to billing.

6 MS. CLAYTON: Well, the rate elements for
7 line splitting have been identified in the
8 collaborative and are currently in writing.

9 MR. WHITE: All the OSSs, all of the--have
10 been provided to the CLECs so that all the
11 interfaces that are the same and different and
12 changed have already been agreed upon and they're
13 with the CLECs for testing. So, I mean, this is
14 basically history, and what he's trying to define
15 is make that the process. I think that's a
16 dangerous thing to do.

17 MR. STANLEY: Does that go for procedures
18 used for billing as well?

19 MR. WHITE: Yes.

20 MS. FARROBA: Can we ask that Verizon file
21 that documentation in the record as well?

22 MR. WHITE: Sure.

1 MR. STANLEY: Is that currently available
2 in Virginia, what has been agreed to with respect
3 to billing in New York?

4 MS. CLAYTON: That will be implemented
5 after the two scenarios are implemented in October.

6 MR. STANLEY: Is there a timetable for
7 implementing what's been agreed to with respect to
8 billing?

9 MR. WHITE: Again, we haven't had enough
10 orders to test anything, and I'm very concerned
11 about continuing a rollout. We've got 22 orders
12 with two different companies on them. I wouldn't
13 want to do anything, if that's the only thing we
14 are going to test and expect it to be going across
15 more states than that.

16 MR. STANLEY: For AT&T, if the procedures
17 and OSS for billing have been reduced to writing
18 and all the loose ends have been tied up in New
19 York, first of all, I would like to ask you if
20 that's your understanding. And second of all, if
21 that's true, what has AT&T asked for in this
22 language that's different from what's been agreed

1 to in New York?

2 MR. PFAU: I'm not sure what has been tied
3 up in New York, and I'll accept Mr. White's
4 representation because I don't have any reason to
5 believe it's anything otherwise. I think what we
6 are trying to do here is make sure there is a
7 process that we establish what is being done in New
8 York, what is going to be exported elsewhere, when
9 it's going to be exported, and in what time frames,
10 because it sounds like the October release is
11 supposed to be the end of everything. It's really
12 the start. I mean, there's only two scenarios that
13 are being worked on, and you can't even order a UNE
14 or a line split configuration new. You have to
15 establish it as UNE-P and then add something to it.

16 So there is going to be a lot more coming
17 down the road. What we are trying to do is get
18 into the contract, something that describes the
19 what and possibly the when, and if Mr. White and
20 the rest of the New York collaborative wants to do
21 the how elsewhere, that's appropriate. I have no
22 problem with that.

1 MR. STANLEY: Let me make sure I'm clear.
2 Did you suggest that the AT&T proposed language
3 covers the what and the when? What do you mean by
4 the what and the when?

5 MR. PFAU: What we tried to do is take the
6 line sharing language, which was largely the
7 Verizon line sharing language and then adjust it to
8 include line splitting which we thought was
9 relatively the same. And add to that the changes
10 that we felt were essentially less than line
11 splitting, which was primarily the loop
12 qualification, and then add into that the New York
13 collaborative results would be deployed throughout
14 the region within a date certain after it occurred
15 in New York.

16 So, I think that's the what and the when,
17 but not the how. The how would be the detailed
18 procedures I think you just asked for from the New
19 York collaborative.

20 MS. FARROBA: So, you're not interested in
21 those detailed procedures?

22 MR. PFAU: Well, they have to be created,

1 but you can't put every--cross every T and dot
2 every I in a contract. Otherwise, you spend the
3 rest of your life writing a contract and never end
4 up executing anything. So, Mr. White is right.
5 There are a lot of details that should be worked
6 out face-to-face in a collaborative. But we need a
7 strategy plan that a tactical plan can be developed
8 within, and the strategic plan has to be a little
9 bit more than just complying with applicable law.

10 MS. FARROBA: I have a question for
11 Verizon.

12 Are you familiar with the different
13 options for testing loop facilities that AT&T is
14 requesting for line sharing and line splitting?

15 MR. WHITE: Yes. Yes, I am.

16 MS. FARROBA: And my question is: If you
17 are familiar with them, are there some of them that
18 you don't agree with? Or is there something
19 objectionable about the types of testing they want
20 to do?

21 MR. WHITE: There's a lot of ways to
22 market, and people can draw circles around wire

1 centers. They can take database dumps, they could
2 test lines, they could do all kinds of things. But
3 when they come in to us to order something, we have
4 a catalog of loops that we have tested, and we say
5 these are ADSL compatible loops, and we could
6 guarantee them to be such.

7 And for them to say, we measured them and
8 we think this other loop that you don't think has
9 been tested is also an ADSL compatible loop, well,
10 that's not helpful. That doesn't--then we get into
11 a discussion about which is which. They could test
12 all they want. They could change technology, but
13 we are going to guarantee that loop is 12,000 feet.
14 We've tested it, it's going to be on copper. We've
15 got a database that does that, and it's not helpful
16 or useful, and the fact is it's problematic if they
17 try to create a different way that's going to come
18 up with different answers, even five or 10 percent
19 of the time.

20 But when I look at it, it's going to come
21 up with a different answer about 35 percent of the
22 time.

1 MR. STANLEY: Could I ask AT&T again with
2 respect to pre-qualification interfaces in AT&T's
3 proposed language Section 1.3.2, and that loop
4 makeup pre-ordering information be provided over
5 the same interfaces as currently employed for UNE-P
6 orders.

7 Again, what does that mean? Do you have a
8 particular interface in mind? If not, why is that
9 process desirable?

10 MR. PFAU: Well, what we want to make sure
11 happens is that we don't start ending up having a
12 multiplicity of interfaces that have to be used for
13 pre-qualifying a loop depending upon what service
14 you're going to provide over the loop. I don't
15 think that's a problem in New York at this point,
16 so my understanding is there's only one loop qual
17 interface, isn't there?

18 MS. CLAYTON: No, there is not.

19 MR. PFAU: Mechanized loop qual interface.

20 MR. WHITE: Many. We have PDI, we have
21 GUI, we have Thatch, we have CORBA. I don't know
22 of any we are missing.

1 MR. STANLEY: Okay.

2 Is the New York collaborative addressing
3 loop qualifications for AT&T?

4 MR. PFAU: I think it's already been
5 addressed.

6 MS. CLAYTON: It has been. The
7 collaboratives have been going over for two years
8 now, and initially started out discussing DSL
9 stand-alone loops. When we implemented the various
10 loop types is the time frame when we first started
11 talking about the loop qualification tools, and
12 that had been discussed some time ago.

13 MR. WHITE: During the collaborative there
14 were items that were added, additional information
15 they wanted us to add to the loop qual database.
16 And we did that. Different ways to order and use
17 them on a preorder basis. We are doing that, as
18 well as getting additional information from LFACS.
19 We had a collaborative, and they listed all the
20 items they wanted in that LFACS, and we had done
21 that. So, that has been a very useful group that's
22 gone together, and we built off of that.

1 MS. FARROBA: Is the loop makeup
2 preordering information available over the same
3 interfaces that are used for UNE-P orders?

4 MR. WHITE: They could do EDI. They could
5 do GUI. They could do CORBA. They are all
6 available.

7 MR. STANLEY: This is the question for
8 Verizon. With respect to new loop qualification
9 procedures and methods that are developed, would
10 Verizon make those available to AT&T--let me start
11 over. For new loop qualification procedures or
12 methods that are developed for Verizon's
13 affiliates, would Verizon make those available to
14 AT&T?

15 MS. CLAYTON: The same options that we
16 develop for one CLEC are the same options that are
17 available for another CLEC. The notification about
18 these options would be sent out at the same time
19 through change control guidelines.

20 MR. STANLEY: Would AT&T be able to be
21 involved in the--in that process once the official
22 notification was sent out?

1 MS. CLAYTON: AT&T is a recipient of the
2 change control notifications that do go out.

3 MR. STANLEY: Thank you.

4 I have a question for Verizon about CLEC
5 to CLEC cross-connects.

6 First of all, with respect to the handling
7 of potential disputes regarding cross-connects
8 ordered under Section 201, would Verizon find it
9 acceptable to have a process whereby it would
10 discuss or negotiate with the CLEC if there was a
11 dispute over the cross-connects that were ordered?

12 MR. KEHOE: Just to clarify the question,
13 I'm William Kehoe.

14 To clarify the question, I think the
15 dispute would arise over whether or not the
16 10 percent threshold were met with regard to
17 interstate traffic.

18 MS. CLAYTON: I'm not sure I understand
19 the question.

20 MR. STANLEY: The question is, would
21 Verizon find it acceptable to have contract
22 language that envisioned a discussion between the

1 parties if there were a dispute over that--those
2 cross-connects that were ordered?

3 MS. McCLELLAN: I'm not sure that we have
4 the right people on the panel to address that
5 question.

6 MR. STANLEY: It's issue III-10-B-8. This
7 is the advanced services panel, and this is an
8 advanced services issue.

9 MR. WHITE: We filed these tariffs to do
10 those cross-connections. I would think they're all
11 spelled out in our tariffs. The tariffs were filed
12 September 28th.

13 MR. KEHOE: Are you aware that under the
14 FCC co-location Remand Order there be a requirement
15 that the CLECs certify that at least 10 percent of
16 its traffic would be interstate if it's boarding a
17 cross-connect pursuant to Section 201 of the Act?

18 MR. WHITE: Yes, we are aware of that.

19 MR. KEHOE: In the event of a
20 dispute--strike that, please.

21 Are you also aware that upon receipt of
22 the certification, Verizon would have to provision

1 the cross-connect, subject to its right to complain
2 to the FCC about the validity of the certification?

3 MR. WHITE: Whatever is the applicable
4 law, we will comply with the applicable law.

5 MR. KEHOE: Would you be agreeable in
6 concept to contract language that would state that
7 prior to the filing of any complaint regarding the
8 certification Verizon and AT&T would discuss the
9 validity of the certification?

10 MR. WHITE: That is all. We've appealed
11 many portions of that decision, so I don't know
12 that we would want to include in contract language
13 and preempt any final determination in that order.

14 MR. KEHOE: If the contract language were
15 subject to anything that might happen on appeal,
16 would you be agreeable to it?

17 MS. FAGLIONI: I was going to say, I will
18 just go back to the fact that I don't know they
19 could give you input.

20 MS. FARROBA: That's fine. I think we
21 understand your position. We will just move on
22 with the next question.

1 John?

2 MR. STANLEY: Could somebody on the panel
3 define--could somebody on the panel define packet
4 switching for me for Verizon.

5 MR. RICHARD: I think the AT&T witness
6 earlier provided a definition which seemed to be
7 acceptable to everybody. I think that was--

8 MR. WHITE: I think it depends on the
9 context it's used because there has been some
10 packet switching below 64 kilobit that fits one
11 categorization and some above, which would be
12 advanced services, and I wouldn't want to do it on
13 the fly.

14 MR. STANLEY: Okay. Would Verizon's
15 proposed language permit the co-location of packet
16 switching equipment by a CLEC or by AT&T?

17 MR. WHITE: It would follow the applicable
18 law on the ruling came out in August, and the
19 tariffs that were filed in September.

20 MS. FARROBA: But are you allowing CLECs
21 to co-locate packet switches?

22 MR. WHITE: I believe that's what that

1 order said.

2 MS. FARROBA: But are you allowing that to
3 take place? You're saying that's what the order
4 said, and I'm trying to find out--

5 MR. WHITE: We will follow any order. We
6 will certainly comply with the rules.

7 MS. FARROBA: Okay. So, it's Verizon's
8 position you would allow the co-location of the
9 packet switches?

10 MR. WHITE: Yes.

11 MS. FARROBA: Thank you.

12 MR. STANLEY: The FCC's order that you
13 just mentioned from August of this year, the
14 advanced services fourth report and order set out,
15 articulated some standards with respect to
16 multi-function equipment.

17 What procedure would Verizon follow if it
18 believes that AT&T were proposing to install
19 equipment that Verizon believed to be inconsistent
20 with those standards?

21 MR. WHITE: The order is subject to
22 appeal, and I think that's one of the questions

1 that needs to be raised because you could buy
2 equipment today and you could take that piece of
3 equipment and Lucent makes a product you could plug
4 five ESS ports into it, or you could plug packet
5 switching plugs in it. And whoever wants to put
6 the label on it and say what it is, it's going to
7 be a very difficult thing to thing to separate, and
8 I think that's part of the reason why I won't--I
9 think that's all a very muddy area right now.

10 MR. STANLEY: Let me explore the mud just
11 a little bit more.

12 MS. FARROBA: As long as we don't wallow
13 in it.

14 MR. STANLEY: I understand your position
15 that you argue that that would be a difficult call.
16 If under Verizon's proposed contract language, if
17 Verizon believed that certain equipment did not
18 meet the standards, what would Verizon be able to
19 do?

20 MR. WHITE: I don't know.

21 MR. STANLEY: That's not something that's
22 clear in Verizon's proposed language?

1 MS. FAGLIONI: It may be that the
2 witnesses are not familiar with our dispute
3 resolution provisions in our agreement. Outside
4 the contact of our line sharing or splitting, there
5 may be a dispute resolution provision that kicks in
6 that they don't have a working knowledge of.

7 MS. FARROBA: Then my question would be is
8 that what would govern at that point, would be the
9 dispute resolution provisions?

10 MS. CLAYTON: That would come into play,
11 but one other thing that would happen is usually
12 that equipment is ordered on a co-location
13 application. So, at the time the co-location
14 application came in, if we had a dispute with the
15 equipment that was trying to be placed at that
16 time, it's at that point that it would be resolved
17 between the co-location people and the CLEC who are
18 attempting to put that equipment in.

19 MR. WHITE: And much of that is ordered
20 under tariff, and there are certain procedures to
21 address conflicts that arise as part of tariff
22 provisions. I don't know what they are.

1 MS. FARROBA: I have a question for AT&T
2 on these options for testing loop facilities.

3 What is it that you're asking for that I
4 guess hasn't been something that's agreed--already
5 agreed to in the collaboratives in New York?

6 MR. PFAU: You're talking about not the
7 loop qual, but the remaining?

8 MS. FARROBA: I guess the remaining
9 testing.

10 MR. PFAU: My understanding is when we
11 created this language, it was trying to reflect
12 what was developing in the New York collaborative.
13 In fact, I think we said in a number of places if
14 it's agreed to or ordered within a New York
15 collaborative, then that should become a standard
16 that we will accept elsewhere in Verizon. I don't
17 know whether all of the maintenance procedures,
18 though, have been established within the
19 collaborative. I would suspect possibly for some
20 of the scenarios that have not been worked through
21 yet, that not all the maintenance procedures have
22 been established.

1 MS. FARROBA: Okay. But as far as like
2 particular types of testing, there wasn't something
3 specific you had in mind that wasn't I guess agreed
4 to in New York that you specifically wanted as far
5 as testing?

6 MR. PFAU: There is nothing in there that
7 I know of that is identified as a known conflict or
8 a known omission from the New York collaborative.

9 MR. STANLEY: If we could, I would like to
10 pause for a minute just to make sure that we've
11 covered everything.

12 (Off the record.)

13 MS. FARROBA: I think we are done with the
14 questions on everything except V-9 and V-10.

15 MR. STANLEY: That's right. V-9 with
16 respect to this panel, and V-10 would be the resale
17 panel.

18 MS. FARROBA: So the other advanced
19 services issues I think we are done with, but to
20 the extent of the overlap, we may have some
21 questions on V-9.

22 MR. DYGART: We will do that after the

1 party versus done their examination V-9 and V-10.

2 MR. STANLEY: That's right. Have the
3 parties not done that already?

4 MR. RUBIN: We have not. May I ask a few
5 questions on redirect?

6 MR. DYGART: Yes.

7 REDIRECT EXAMINATION

8 MR. RUBIN: Thank you.

9 Mr. Pfau, are you aware of experience that
10 AT&T has had with its own loop qualification
11 process?

12 MR. PFAU: In New York, yes.

13 MR. RUBIN: Can you explain it.

14 MR. PFAU: I think to start off with, my
15 understanding of loop qualification procedures that
16 AT&T is using is that they're very similar in most
17 respects to what's been used for the Verizon loop
18 qualification.

19 As a matter of fact, I think it's a matter
20 of whose baby is prettier, and the vendor supplying
21 us, our tools tell us how wonderful ours is and how
22 bad the Verizon tool is. And the other way,